

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)
www.txs.uscourts.gov**

In re:

UPLIFT RX, LLC¹

Debtors.

CASE NO. 17-32186

CHAPTER 11

(Jointly Administered)

NOTICE OF APPOINTMENT OF SUCCESSOR LIQUIDATING TRUSTEE

PLEASE TAKE NOTICE that on August 8, 2019, the Court entered an order approving the *Amended Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Uplift RX, LLC and Its Debtor Affiliates*, ECF No. 1124 (as supplemented by the *Plan Supplement*, ECF No. 1153, the “Plan”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification were Uplift Rx, LLC (9306); Belle Pharmacy, LLC (0143); Alliance Medical Holdings, LLC (5945); Geneva Pharmacy, LLC (1929); Ohana Rx, LLC (1722); Benson Pharmacy, Inc. (6606); Kendall Pharmacy, Inc. (0825); Richardson Pharmacy, LLC (9566); Innovative Rx, LLC (9986); Charleston Rx, LLC (5852); On Track Rx, LLC (9021); Uinta Rx, LLC (7157); Goodman Pharmacy, LLC (9373); BrooksideRx, LLC (5927); Osceola Clinic Pharmacy, LLC (4886); Oak Creek Rx, LLC (9722); Waverly Pharmacy, LLC (7342); Newton Rx, LLC (9510); Lone Peak Rx, LLC (5973); Improve Rx, LLC (9120); New Jersey Rx, LLC (0035); Berkshire Pharmacy, LLC (9197); Health Saver Rx, LLC (7810); Best Rx, LLC (0346); Delaney Pharmacy, LLC (7497); New Life Pharmacy, LLC (8292); Skyline Health Services, LLC (6876); Stonybrook Pharmacy, LLC (7700); Woodward Drugs, LLC (2385); Bridgestone Pharmacy, LLC (5294); Brookhill Pharmacy, LLC (5296); Burbank Pharmacy, LLC (5227); Canyons Pharmacy, LLC (1744); Cheshire Pharmacy, LLC (6370); Conoly Pharmacy, LLC (0367); Cottonwood Pharmacy, LLC (5131); Galena Pharmacy, LLC (0672); Garnett Pharmacy, LLC (6505); Hawthorne Pharmacy, LLC (5345); Hazelwood Pharmacy, LLC (1088); Medina Pharmacy, LLC (8987); Raven Pharmacy, LLC (5671); Glendale Square Rx, Inc. (1022); Lockeford Rx, Inc. (1853); Pinnacle Pharmacy Solutions, LLC (9760); Riverfront Rx, LLC (7152); Riverbend Prescription Services, LLC (1862); Raven Pharmacy Holdings, LLC (2464); Bridgestone Pharmacy Holdings, LLC (2840); Crestwell Pharmacy Holdings, LLC (1503); Galena Pharmacy Holdings, LLC (8609); Geneva Rx Holdings, LLC (8247); Hawthorne Rx Holdings, LLC (9531); Woodward Rx Holdings, LLC (2173); Philadelphia Pharmacy Holdings, LLC (8526); Health Rx Holdings, LLC (0909); Canyon Medical, LLC (4915); Alliance Medical Administration, Inc. (2899); Ollin Pharmaceutical, LLC (9815); Alta Distributors, LLC (7407); Eat Great Café, LLC (2314); Alliance Health Networks, LLC (1815). By Order of the Court dated July 1, 2020 [Doc. No. 1407], 13 Chapter 11 cases were dismissed, with the caveat that such dismissal “shall not affect or alter any of the terms or provisions of the Plan and the Confirmation Order, including, without limitation, the transfer by the Subject Debtors of all of their Estate Assets, Causes of Action, and Liquidating Trust Assets to the Liquidating Trust.”

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE that, under the Plan and pursuant to a Liquidating Trust Agreement filed with the Plan Supplement, a liquidating trust was formed to be administered by a trustee (the “Trustee”). Mark Shapiro was designated as the initial Trustee.

PLEASE TAKE FURTHER NOTICE that on May 22, 2020, the Trustee filed the *Motion to Approve Stipulation By and Between LifeScan, Roche, and the Trustee (A) Resolving Assertion of Privileged by Trustee and (B) Further Amending Liquidating Trust Agreement*, ECF No. 1395 (the “LTA Amendment Motion”). The LTA Amendment Motion sought approval of an amended Liquidating Trust Agreement (the “Amended LTA”) pursuant to which a committee (the “Trust Committee”) was formed to oversee, review and guide the activities and performance of the Trustee. The Trust Committee was initially comprised of LifeScan Inc. (“LifeScan”), Roche Diagnostics Corporation and Roche Diabetes Care, Inc. (together, “Roche”).

PLEASE TAKE FURTHER NOTICE that, on June 20, 2020, the Court entered an order approving the Amended LTA.

PLEASE TAKE FURTHER NOTICE that, on June 21, 2020, the parties executed the amended LTA.

PLEASE TAKE FURTHER NOTICE that, Mark Shapiro resigned from his position as Trustee effective September 9, 2022. Pursuant to Section 7.01 of the Amended LTA, if the role of Trustee becomes vacant for any reason, including resignation of the Trustee, such vacancy should be filled by the Trust Committee in the first instance.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Amended LTA, LifeScan and Roche have appointed Yvette Austin Smith to serve as successor Trustee (the “Successor Trustee”).

PLEASE TAKE FURTHER NOTICE that, attached hereto as **Exhibit A** is the acceptance of appointed signed executed by the Successor Trustee. In accordance with the provisions of the Amended LTA, all rights, titles, duties, powers and authority of the predecessor Trustee have vested in and shall be undertaken by the Successor Trustee without further act.

Dated September 12, 2022

Respectfully submitted,

/s/ MICHELLE McMAHON
CULLEN AND DYKMAN LLP
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EXHIBIT A



ALLIANCE HEALTH LIQUIDATING TRUST

Written Acceptance and Terms of Engagement Of Successor Trustee Pursuant to Sections 7.01 of the Alliance Health Amended Liquidating Trust Agreement

The purpose of this document is to (i) confirm Yvette R. Austin Smith's acceptance, as a Principal of The Brattle Group, Inc. ("Brattle"), of her appointment as successor trustee (the "Successor Trustee") to the Alliance Health Liquidating Trust (the "Trust" or "Client") formed pursuant to that certain Alliance Health Amended Liquidating Trust Agreement, dated as of June 21, 2020 (the "Agreement") and (ii) confirm the terms pursuant to which the Successor Trustee will perform the services described below. Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Agreement.

THE SERVICES

On August 17, 2022, all of the members of the trust committee formed pursuant to the Agreement resolved to appoint Ms. Austin Smith as Successor Trustee. By signing below, Ms. Austin Smith has accepted the appointment, will serve as Successor Trustee of the Trust consistent with the terms of the Agreement and will be responsible for the expeditious but orderly administration of the Trust's assets through liquidation and conversion into cash as well as timely distributions as provided for in the Agreement (the "Services").

Ms. Austin Smith will be assisted by other individuals at Brattle, all of whom will be considered Agents of the Trustee. The services provided by Brattle may include, but are not limited to, (i) the preparation of all monthly operating reports and any other administrative or tax filings, (ii) the management of all bank accounts, (ii) the valuation and reconciliation of all filed claims, (iii) the completion of all distributions and disbursements of the Trust's assets, including any required waterfall analysis in connection therewith and (iv) any filing required to continue the operation of the Trust as needed. All work performed by the Successor Trustee and Brattle, including items (i) through (iv) in the preceding sentence shall be governed by the terms of this document and the Agreement, including the provisions related to compensation and expenses.

Written Acceptance and Terms of Engagement Of Successor Trustee Pursuant to Sections 7.01 of the
Alliance Health Amended Liquidating Trust Agreement

COMPENSATION AND EXPENSES

Brattle's compensation for the Services performed by the Successor Trustee and other individuals at Brattle will be equal to 3% of the gross recoveries or value to the estates on any date following the date of this engagement letter.

Compensation will be distributed to Brattle consistent with the terms of the Agreement.

Any and all reasonable expenses incurred by Brattle in connection with the Services shall be considered to be expenses incurred by the Successor Trustee under the Agreement, and shall be documented and invoiced to the Trust on a monthly basis.

If, after completing the Services, the Successor Trustee or Brattle receives a subpoena to produce documents or to provide testimony regarding the Services, the Trust will compensate Brattle for its time and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in that regard.

STANDARD OF CARE; LIMITATION OF LIABILITY

The Successor Trustee and Brattle will perform the Services with the standard of care normally exercised by professional consulting firms performing comparable services under similar conditions, judged as of the time the Services are rendered. Brattle makes no other guarantees or warranties, express or implied, with respect to the Services, or that any particular outcome can result from the Services.

The liability of the Successor Trustee and Brattle will be consistent with the Agreement.

UNDER NO CIRCUMSTANCES SHALL BRATTLE OR ITS OFFICERS, DIRECTORS, PRINCIPALS, EMPLOYEES, AGENTS, ASSIGNS OR SUCCESSORS IN INTEREST BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR CLAIMS IN THE NATURE OF LOST PROFITS, REVENUE, OR OPPORTUNITY COSTS, REGARDLESS OF THE CAUSE OR THE FORESEEABILITY THEREOF AND WHETHER BRATTLE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH LOSSES.

OWNERSHIP OF INTELLECTUAL PROPERTY:

Brattle brings substantial intellectual capital to its engagements. All methodologies, know-how, industry knowledge and descriptions of the same, and other reusable



Written Acceptance and Terms of Engagement Of Successor Trustee Pursuant to Sections 7.01 of the
Alliance Health Amended Liquidating Trust Agreement

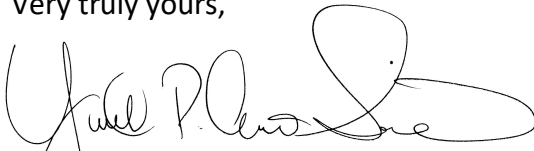
information and works of authorship not unique to this engagement that Brattle has used in connection with the deliverables, whether developed, enhanced or acquired prior to or during our performance of the Services, are and shall remain our proprietary property. The development of Brattle's intellectual capital shall not be deemed "works made for hire."

BRATTLE WORK FOR OTHER CLIENTS

It is acknowledged and agreed that nothing in this engagement shall prevent the Successor Trustee and Brattle from providing similar services for a broad range of other clients, or from performing other services for, on behalf of, or with other clients, including entities that may be adverse to the Trust provided that such other services do not involve or implicate Causes of Action or the D&O Causes of Action.

Any concerns should be brought to the attention of David Sunding, President of Brattle.

Very truly yours,



Yvette R. Austin Smith

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via CM/ECF to all parties registered to receive electronic notice in this matter on September 12, 2022.

/s/ MICHELLE MCMAHON
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